INFORMATION

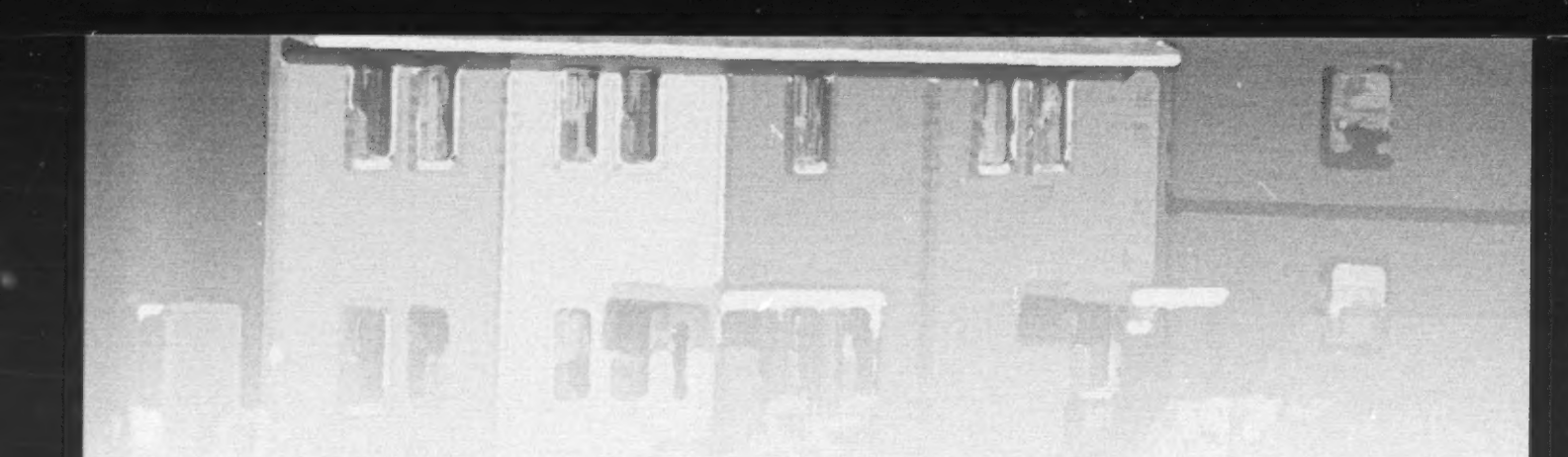
ABOUT THE *RESIDENTIAL TENANCIES ACT* FOR LANDLORDS AND TENANTS

If you have any questions,
contact the Office of the Rental Officer
920-8047 or 1-800-661-0760

NWT RENTAL OFFICE
BUREAU DU RÉGISSEUR DES TNO

September 2010

www.nwtrentaloffice.nt.ca



RENTERS:

Before renting, ask yourself these questions:

- How much can I afford to spend on housing?
- How long do I want to stay in the unit?
- Do I want to live in a house or an apartment?
- Do I want to keep a pet?
- Do I want a term or periodic agreement?

Before renting, ask the landlord these questions:

- What is the rent? What is included: do I have to pay separately for heat, water and electricity? What about parking or cable?
- When was the last rental increase? When will the next increase be? Do you know what the increase will be?
- Are there any additional costs?
- If repairs are required, when can I expect them to be completed?
- Are pets allowed in the unit?
- Are there any "house rules"?
- Who do I pay rent to?
- How can I get in touch with you?
- Is the agreement a term agreement or a periodic agreement?

LANDLORDS:

Before renting, ask yourself these questions:

- What will the rent be?
- Will I allow pets in the unit?
- Will there be any "house rules"?
- Am I renting my only home in the NWT?
- Will the agreement be a term agreement or a periodic agreement? Should I offer either?

Periodic:

There is no end date for the agreement. The tenant can end it on the last day of a period of the tenancy by giving the landlord proper notice. For a weekly tenancy, the tenant needs to give seven days' notice. For a monthly tenancy, the tenant needs to give thirty days' notice.

Term:

The tenancy ends on a certain date. The tenant can end it on that day by giving the landlord thirty days' notice. Most term tenancies automatically renew themselves unless the tenant decides to end it.

A tenancy can always end by agreement.

This book will help you to understand the relationship between landlords and tenants, including their responsibilities to each other. It does not replace the *Residential Tenancies Act*. If you have any questions, you should call the rental office at (867) 920-8047, 1 (800) 661-0760 or read the *Residential Tenancies Act* (www.nwtrentaloffice.nt.ca - click on Legislation).

In addition to this book, the rental office has fact sheets that cover the most common questions landlords and tenants ask. These are available from the rental office (867) 920-8047 or at www.nwtrentaloffice.nt.ca.

Throughout this book, you will see references to the *Residential Tenancies Act* or to the regulations, with section numbers. These will help you find the information if you want to see what the law says.

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TENANTS: THINKING ABOUT RENTING?

There are many things to think about when deciding to rent a unit. Many of these things are personal and aren't covered in this book. For example, you might want to live close to the place where you work, or you might want a house with a certain number of bedrooms.

Rent

Only you can decide how much you can afford for rent. The *Residential Tenancies Act* doesn't say how much a rental unit should cost, but it does make rules about how often the rent can be increased. Rent can only go up once a year. For example, it can go up every January. If you're thinking about renting a unit, you should ask the landlord if there are any plans to increase the rent one year after the last increase, and when the last increase was. The rent can go up even if you haven't lived in the unit for a year, so it's important to know what the landlord's plans are. (section 47)

Always ask what is included in the rent. Sometimes you will have to pay separately for utilities like heat and electricity or services like parking.

Even if they are not included in the rent, the landlord can't interfere with the supply of heat, fuel, electricity, gas, hot and cold water and any other public utility. The landlord can't cut these things off. (section 33)

Deposits

The landlord can ask for a security deposit that is up to one month's rent. You can pay half when the tenancy begins and half within three months. If you are living in subsidized public housing, the security deposit can be calculated based on the market rent, not the rent you actually pay. (section 14)

If pets are allowed in the unit, the landlord can charge a pet deposit that is up to half of one month's rent. If you are living in subsidized public housing, the pet deposit can be calculated based on the rent that would normally be charged, not the rent you actually pay. The landlord can only charge one pet deposit, even if you have more than one pet. The landlord can't charge a deposit for a service animal. (section 14.1)

How long do you want to stay?

You can stay in the rental unit as long as you want to, unless there are problems or special circumstances. Usually, a term tenancy agreement will be automatically renewed when it ends. You can move out at the end of the term if you want to, but you have to give the landlord written notice 30 days before the term ends. (sections 48 and 49) If your agreement does not include an end date, you can also end your tenancy by giving proper written notice to your landlord. (section 52)

In unusual situations, the landlord might ask you to leave. This might happen if you are breaking the tenancy agreement or if the landlord needs the unit for certain things: for example, if the unit is the landlord's only home in the NWT and he or she needs it back. Usually, these situations can be worked out between you and the landlord. When you can't agree, either you or the landlord can ask the rental officer to help you to make a decision about what should happen. If you still can't reach an agreement, the rental officer can make an order on the issue.

Responsibilities

You have certain responsibilities to your landlord. Some of them are so important that you can be evicted if you don't do them. If you are having trouble meeting your responsibilities to your landlord, it is best to talk to him or her about the situation. Usually, the problems can be worked out.

- You have to pay all of the rent on time. (section 41 (1) and (2) and the regulations)
- If you damage the unit, you have to repair it. This does not apply to normal wear and tear. Remember that you will be held responsible for

any damage a pet or visitor causes to the unit. (sections 1(4) and 18(4)) Talk to your landlord if you are not sure if something is normal wear and tear. (sections 42 (1), (2) and (3))

- You can't disturb other tenants or the landlord. This does not mean that you can never make noise in the unit, but they have to be able to use their own units without dealing with unreasonable noise and disruption. (section 43 (1) and (2))
- You can't do anything illegal on the rental property. (section 46)
- You have to do whatever you have agreed to do in a written tenancy agreement. For example, you might agree that you will not allow pets in the unit. (sections 12 (1), (2) and (3), 45 (1))
- You have to keep the rental property clean. (section 45(2))
- You can't overcrowd the unit. If the tenancy agreement says that only a certain number of people can live there, you can't allow more people to move in. (section 45(3))
- You have to notify the landlord if there are any problems with the property. For example, if something breaks or there is a health or safety problem, you have to let the landlord know so it can be fixed. (section 30(5))
- You can't change the locks unless the landlord says it's OK. (section 25 (1) and (2))
- If the landlord needs to come into the unit to do his job, you have to let him or her in. This includes situations where the landlord needs to fix something that's broken, inspect the unit, or show it to other people if you have given notice. Unless there's an emergency, the landlord has to give you 24 hours' written notice that he or she needs to come into the unit. (sections 26 and 27)
- If the unit is a single building, like a house, you and the landlord can agree that you will be responsible for maintenance and making sure that there are no health or safety problems. (section 31(1))

House rules

Landlords can set reasonable rules about the use of the premises. These rules have to be in writing and you have to know what they are. You should always ask the landlord if there are any house rules before you sign a tenancy agreement. (section 12) If you think a rule or obligation is not reasonable, you can ask the rental officer for help. (section 12(4))

LANDLORDS: THINKING ABOUT RENTING?

There are many things to think about if you are becoming a landlord for the first time or deciding to rent a vacant unit. Many of these things are basic business decisions and aren't covered in this book. For example, you will need to decide how much rent to charge and whether there will be any house rules.

Rent

The *Residential Tenancies Act* doesn't say how much a rental unit should cost, but it does make rules about how often the rent can be increased. Rent can only go up once a year. It's important to keep track of when the rent on the unit was last increased. It is a good idea to tell new tenants if you have plans to increase the rent one year after the last increase. (section 47)

You do not have to include utilities in the rent. At the beginning of the tenancy you can ask the tenant to pay these amounts to you in addition to the rent or directly to the supplier if you want to. Even if they are not included in the rent, you may not interfere with or cut off vital services: heat, fuel, electricity, gas, hot and cold water, and any other public utility. (section 33) Any person who provides a vital service to the rental complex for you has to let the rental officer know if that service will no longer be provided. (section 33(4))

Deposits

You can ask for a security deposit that is up to one month's rent. The tenant can pay half when the tenancy begins and the rest within three months. If the unit is a subsidized public housing unit, the deposit can be based on the market value rent, not the actual rent the tenant pays. (section 14)

If you allow pets in the unit, you can charge a pet deposit of up to 50% of the rent for new tenants. If the unit is a subsidized public housing unit, the deposit can be based on the market value rent, not the actual rent the tenant pays. This deposit is only due once, even if the tenant has several pets. You can't charge a pet security deposit for a service animal. (section 14.1)

What type of tenancy agreement should I offer?

You have to decide whether the tenancy agreement will be for a fixed term (i.e. one year) or periodic (i.e. month by month). However, in the NWT, most tenancies don't end automatically. Unless there are problems or special circumstances, tenants can stay in the unit as long as they want. In most situations, at the end of the agreement, it will be automatically renewed.

The tenant can leave when the term of the tenancy agreement is up, but he or she has to give you 30 days' notice in writing before the end of the term. If the tenant wants to stay longer, and a new agreement is not signed, the old one will automatically continue on a month by month basis.

Sometimes there are problems. Most problems can be worked out quickly between the landlord and tenant, but when you can't agree, one of you can apply to the rental officer for a decision you will both have to follow. For example, you can ask the rental officer to end the tenancy and evict the tenant.

The rules are a bit different for unusual situations. The chart below shows the types of notice that are required. Call the rental office if you have questions or need more information.

Notice given by	Tenancy agreement	Notice required
Tenant	Monthly	Written notice to terminate on the last day of a month at least 30 days before that date. s.52(1)(b)
	Weekly	Written notice to terminate on the last day of a week at least 7 days before that date. s.52(1)(a)
	Term	Written notice to terminate on the last day of a term at least 30 days before that date. s.51(1)
Landlord who has rented his/her only residence in the NWT	Monthly/Weekly	Written notice to terminate on the last day of a rent period at least 90 days before that date. s.52(2)
	Term	Written notice to terminate at the end of the term at least 30 days before that date. s.51(2)
Subsidized Public Housing Landlord	Monthly/Weekly that has been renewed pursuant to s.49(1)	Written notice to terminate on the last day of a rent period at least 30 days before that date. s.51(5)
	Term	Written notice to terminate at the end of the term at least 30 days before that date. s.52(1)(b)
	Term of 31 days or less	No notice required. The tenancy agreement is terminated at the end of the term. s.51(4)
Landlord: Premises are provided by the landlord as a benefit of employment	Term or periodic	No notice required. The tenancy agreement is terminated when the employment agreement is terminated. s.56

House rules

You can set reasonable rules. For example, you might decide that the laundry room can be used at certain times of the day. These have to be written down and known to the tenant. (section 12)

Responsibilities

You have certain responsibilities to your tenant. Some of them are so important that the rental officer can terminate the tenancy or award damages against you if you don't do them. If you are having trouble meeting your responsibilities to your tenant, it is best to talk to him or her about the situation. Usually, the problems can be worked out.

- You have to treat the tenant's deposits as trust money and pay interest when the deposit is returned. (sections 16 and 17)
- You have to do an inspection at the start and at the end of the tenancy and give the tenant an opportunity to participate. (sections 15 and 17)
- You have to return all of the tenant's deposits unless you are making a claim for damage or unpaid rent. (section 18(3), (4), (7), (8), (9) and (10))
- You can't claim any of the security deposit or pet security deposit to cover damage to the unit unless you do an entry inspection report and an exit inspection report and give a copy of the inspection report to the tenant. You can use the

entry and exit inspection report forms that are available at the rental office or online at www.nwtrentaloffice.nt.ca (section18(5))

- You have to allow political canvassing in the building. (section 29)
- You have to keep the building in a good state of repair and follow all health, safety, maintenance and occupancy standards required by law (section 30)
- You cannot interfere with "vital services": things like heat, fuel, electricity, gas, hot and cold water and any other public utility. This is the case even if the vital services are not included in the rent. (section 33)
- You can't unreasonably disturb the tenant. (section 34)
- You can't seize the tenant's personal property. (section 3)
- You have to give your contact information to the tenant. (section 36)
- You have to provide a copy of the *Residential Tenancies Act* to the tenant if he or she wants to see it. (section 37)
- If the residential complex has more than five rental units, you have to post a directory with information on any tenants who might need special help in an emergency. (section 38)
- You have to make sure the building and rental premises are reasonably secure. (section 40)
- If the tenant tells you another tenant is disruptive, you have to deal with the problem. (section 44)
- You can't change the locks unless the tenant agrees to it. (section 25 (1) and (2))
- If you need to enter a unit to do your work as the landlord, you have to obtain the tenant's permission or give the tenant 24 hours' written notice unless there is an emergency. You also have to do the work during reasonable hours between 8:00AM and 8:00PM.(sections 26 and 27)
- If the unit is a single building, like a house, you and the tenant can agree that the tenant will be responsible for maintenance and making sure that there are no health or safety problems. (section 31(1))

If you are having trouble meeting your responsibilities to your tenant, it is best to talk to him or her about the situation. Usually, the problems can be worked out.

BEFORE MOVING IN

Tenancy agreements (leases)

When one person rents a unit to another, they have a tenancy agreement even if nothing is written down. This is also called a "lease". It is an agreement between a landlord and tenant that the tenant can live in a rental unit in exchange for paying rent, and will pay rent on a date and in an amount that both people agree to.

An oral agreement means that the agreement is just spoken. Some agreements are implied agreements. The terms are determined by the actions of both people. Tenancy agreements are serious, so it's best to have a written agreement. That way, there is no confusion about what both people agreed to.

A tenancy agreement is in the regulations. You can also find it on the Internet at www.nwtrentaloffice.nt.ca. It includes all of the things that need to be in a tenancy agreement in the NWT. Even if you don't use this document, everything in it and in the Act will be "read into" your agreement if there are any problems. For example, you might not agree that the landlord will make sure the property is secure, but if the rental officer needs to make a decision about this issue, he or she will assume that this is the landlord's responsibility. You can use the tenancy agreement in the regulations to avoid this problem. (sections 9 and 10)

If there is a written tenancy agreement, the landlord has to give a copy of it to the tenant within 60 days. If the landlord doesn't do this, the tenant can pay the rent to the rental officer until he or she gets a copy of the agreement. When the landlord has given the agreement to the tenant, he or she can get the rent from the rental officer. (section 11)

Types of tenancy agreements

- **Periodic:**
  There is no end date for the agreement. In these cases, the tenant can end the tenancy on the last day of the tenancy period by giving the landlord notice in writing. For a weekly tenancy, the tenant needs to give seven days' notice. For a monthly tenancy, the tenant needs to give thirty days' notice.
- **Term:**
  The tenancy ends on a certain date. The tenant can end it on that day by giving the landlord thirty days' notice. Most term tenancies automatically renew themselves unless the tenant decides to end it.

Sometimes the agreement doesn't make it totally clear when it starts. In these cases, the agreement starts on the date that the tenant is allowed to occupy the unit. (section 2(4))

Inspections

The landlord has to do an inspection before the tenancy starts, and has to make reasonable efforts to let the tenant participate in the inspection. If the landlord agrees to allow a pet after the tenant moves in, and didn't do an inspection at the beginning of the tenancy, an inspection must be done at that time.

The landlord has to complete and sign an entry inspection report. The tenant must be allowed to include comments on the report and sign it. It is a good idea to do the inspection together. Approved forms are available at the rental office and on the Internet at www.nwtrentaloffice.nt.ca.

Sometimes the agreement doesn't make it totally clear when it starts. In these cases, the agreement starts on the date that the tenant is allowed to occupy the unit. (section 2(4))

When the tenant moves out, the landlord has to do another inspection. Again, it is a good idea to do this inspection together. For tenancy agreements on or after September 1, 2010, the landlord can only make a claim against the security deposit to pay for damage if both inspections were done with written, signed reports and copies were provided to the tenant. The landlord must keep all entry and exit inspection reports for at least three years after the tenant moves out, and must give copies of the reports to the rental officer if asked. (sections 15 and 17.1)

Payment of deposits

Security deposits for monthly tenancies can be paid over time: half when the tenancy starts and half within three months. A few NWT tenancies are weekly tenancies. In these cases, the security deposit is due in full when the tenancy starts. (section 14(2))

When you need to contact each other

The landlord has to give contact information to the tenant. This includes the landlord's name, address and telephone number. Sometimes the landlord uses an agent who helps with the work, like a property manager. In these cases, the landlord also has to give the agent's contact information to the tenant. (section 36)

Landlords and tenants sometimes have to give information to each other. The most common issues that require formal notice are applications to the rental officer, rent increases, ending the tenancy agreement, and requests for permission to assign or sublet the unit.

You can give formal notice to the other person in several ways:

- By personally giving it to him or her
- By registered mail
- By fax (if provided)
- By e-mail (if both people agree) (section 71, Regulations : Tenancy Agreement, para. 11)

In some situations involving disputes, there is a deadline for providing certain information. The rental officer can extend this time if he or she thinks it would not be unfair to do so. (section 71(8))

AFTER MOVING IN

Quiet enjoyment

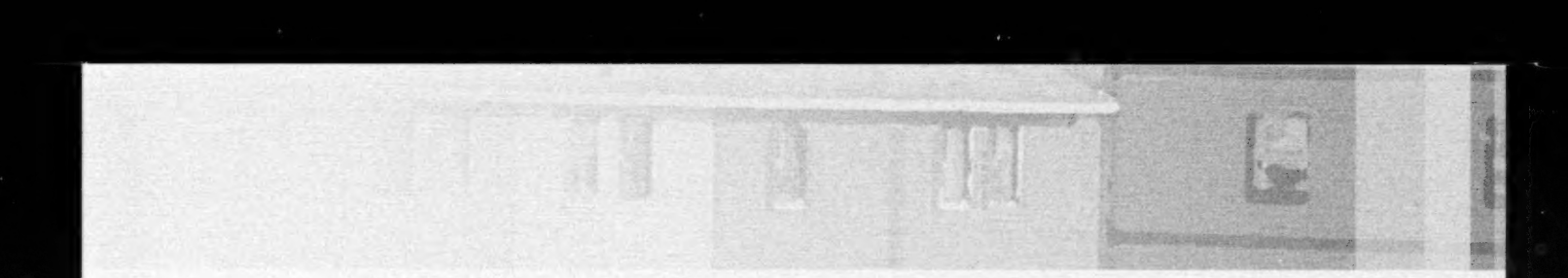
Landlords and tenants are not allowed to unreasonably disturb each other. This does not just relate to making noise. Everyone who uses the complex has to be able to use it without being unreasonably disturbed. In certain situations, tenants can be evicted for disturbing others. The tenant can be held responsible for his or her guests' disruptive behaviour.

If a tenant is disturbing other tenants, the landlord has to deal with the problem. If the landlord does not, the tenants can ask the rental officer for help. The landlord can't disturb the tenant, either. (sections 34, 43 and 44)

Good repair

The landlord has to keep the rental unit in a good state of repair, following all health, safety, maintenance and occupancy standards required by law. It doesn't matter if the tenant knew things needed to be repaired before moving in. After the tenancy starts, the tenant has to tell the landlord if anything needs to be fixed.

If the rental unit is a single premises, like a house, the landlord and tenant can agree that the tenant will do the repairs. Even in this situation, the landlord remains responsible for repairs required as a result of reasonable wear and tear, or as a result of fire, water, storm or other catastrophic event.



If the landlord does not make repairs that are needed, the tenant can apply to a rental officer to pay some or all of the rent to the rental officer as an incentive for the landlord to make the repairs. If the rental officer accepts the rent, it is given to the landlord once the problems are fixed. (sections 30, 31 and 32)

When the landlord needs to enter

Sometimes the landlord needs to enter the unit. This is allowed for the following reasons:

- For inspections at the beginning of the tenancy.
- For inspections when the residential complex is being sold.
- For inspections once every six months.
- For inspections on the day the tenant is vacating the rental unit.
- For inspections when the tenant wants to sublet or assign the unit.
- For inspections when the tenant decides to get a pet.
- For inspections when the tenancy is ending.
- To perform the landlord's obligations under the Act and the tenancy agreement.
- When the landlord is arranging for a mortgage or insurance on the property.
- To show the rental premises to prospective tenants or purchasers.

The landlord has to give 24 hours' written notice before entering the unit. If the landlord and tenant agree, the tenant can let the landlord into the unit at any time. Normally, the landlord can only enter between 8:00 am and 8:00 pm, unless he or she thinks the tenant has moved out. If there is an emergency, the landlord may enter without the tenant's permission.

Sometimes the tenant objects to the time the landlord wants to enter the unit. In this situation, the tenant can suggest other hours, and if those hours are reasonable, the landlord must enter at that time. If the alternate hours the tenant suggests are not reasonable, the landlord can make an application to the rental officer. (sections 26 and 27)

Paying the rent

Tenants have to pay rent on time. If they don't, the landlord can charge late fees or even ask the rental officer to evict the tenant. (section 41(2) and regulations)

The landlord cannot seize the tenant's personal property to cover unpaid rent, or ask the tenant to pay rent early. (sections 3, 13 and 35)

The rent can be increased once a year with three months' notice to the tenant. (section 47 (1), (2) and (3))For example, it can go up every January. Even if there is a new landlord or new tenant, the rent on a unit cannot be increased until a year from the last increase. There is no limit to the amount of the increase. If the tenant does not want to pay the new amount, he or she can treat the notice of a rent increase as a notice to end the tenancy. (section 47 (4))

Change of landlord

Sometimes a new landlord will take over. When this happens, the new landlord has all of the same rights and obligations under the *Residential Tenancies Act* and the tenancy agreement. The landlord needs to give tenants written notice that there is a new landlord. If the tenant is not sure who to pay the rent to, the rental officer can help to figure this out. (sections 19 and 20)

Change of tenant

The tenant can assign or sublet the unit with the landlord's written permission. The rental office has forms that can help with the process. The landlord can't charge a fee for this, but can ask the tenant to pay reasonable expenses up to $50. (section 23) If the tenant thinks the landlord is unreasonably refusing to give permission, he or she can ask the rental officer to make a decision.

Assignment means that the tenant does not plan to come back to the unit. This can be done if the tenant has been in the unit for at least six months or has a fixed term agreement at least six months long. The

tenancy agreement continues with the new tenant. All of the rights and obligations in the tenancy agreement now apply only to the new tenant.

Subletting means that the tenant plans to come back. This is often done when the tenant is going away to work or school for a few months. In this situation, the tenant keeps all of the rights and obligations in the tenancy agreement. The subtenant is liable to the tenant for any breaches of the tenant's obligations or his or her own obligations, and has to move out at the end of the sublet. (sections 21, 22, 23 and 24)

Illegal activities

Tenants are not allowed to commit illegal activities in the rental property or allow anyone else to commit illegal activities. Common examples include bootlegging and drug dealing. The landlord can apply to the rental officer to evict the tenant in these situations. (section 46 (1), (2))

How long does the tenancy last?

Most monthly tenancy agreements automatically renew themselves unless the landlord or tenant take steps to end the tenancy agreement. That means that if the tenant wants to stay in the unit after the tenancy agreement is up, he or she usually does not have to do anything. (section 49) If the rental unit is a benefit of employment, the tenancy agreement does not automatically renew and is terminated if the employment ends. (section 56)

What happens if we can't agree?

If the landlord and tenant disagree about an issue or problem, the first step is to read the tenancy agreement, the *Residential Tenancies Act* and its regulations. Usually, one of these documents will explain how to deal with the situation. If you still can't agree, contact the rental office for help. The rental officer can give you information, help you to work out a solution, or make a decision you will both have to follow.

WHEN YOUR AGREEMENT ENDS

In general, a tenancy can last as long as the tenant wants to stay in the unit. In most cases, it will continue until:

- both people agree to end it,
- the tenant ends it by giving written notice,
- the rental officer ends it because there is a problem that can't be fixed in another way, or
- there is a special situation that ends the tenancy agreement.

If the landlord and tenant agree in writing, they can end the tenancy on any day they choose. (section 50) The rental officer has to be involved if both people don't agree, unless there is a situation covered in the *Residential Tenancies Act* that allows one person to end it.

After the tenancy ends, the tenant has to move out. If he or she stays in the unit, he or she owes rent, but this does not create a new tenancy agreement unless the landlord and tenant agree that it does. (section 67)

When the tenant wants to end the agreement

If the agreement has an end date, the tenant can end it on that date by giving 30 days' notice in writing. (section 51(1))

Some tenancy agreements don't have end dates. In these cases, the tenant can end the tenancy on the last day of the tenancy period by giving the landlord notice in writing. For a weekly tenancy agreement,

the tenant has to give seven days' notice. For a monthly tenancy agreement, the tenant has to give 30 days' notice. (section 52(1))

The tenant can also file an application to the rental officer and ask for the tenancy to end earlier if:

- The landlord has not done required repairs (section 30 (4)(e))
- The landlord withholds a vital service, like heat or water (section 33(3)(e))
- The landlord unreasonably disturbs the tenant (section 34(2)(d))
- The landlord has not done other things he or she is required to do (section 39(2)(e))

There are other unusual situations that will allow the tenant to apply to end the tenancy without proper notice or before the end of a term. Call the rental office for information.

The tenant can treat a notice of a rent increase as a notice to end the tenancy on the day before the rent would go up. In this situation, the tenant has to give the landlord written notice that he or she plans to move out. (section 47(4))

The chart below shows the types of notice that are required to end most tenancy agreements. Call the rental office if you have questions or need more information.

Notice given by	Tenancy agreement	Notice required
Tenant	Monthly	Written notice to terminate on the last day of a month at least 30 days before that date. s.52(1)(b)
	Weekly	Written notice to terminate on the last day of a week at least 7 days before that date. s.52(1)(a)
	Term	Written notice to terminate on the last day of a term at least 30 days before that date. s.51(1)
Landlord who has rented his/her only residence in the NWT	Monthly/Weekly	Written notice to terminate on the last day of a rent period at least 90 days before that date. s.52(2)
	Term	Written notice to terminate at the end of the term at least 30 days before that date. s.51(2)
Subsidized Public Housing Landlord	Monthly/Weekly that has been renewed pursuant to s.49(1)	Written notice to terminate on the last day of a rent period at least 30 days before that date. s.51(5)
	Term	Written notice to terminate at the end of the term at least 30 days before that date. s.52(1)(b)
	Term of 31 days or less	No notice required. The tenancy agreement is terminated at the end of the term. s.51(4)
Landlord: Premises are provided by the landlord as a benefit of employment	Term or periodic	No notice required. The tenancy agreement is terminated when the employment agreement is terminated. s.56

The rules are a bit different for unusual situations.

When the landlord wants to end the tenancy

If the landlord wants the tenant to move out, he or she has to make an application to the rental officer for the tenancy to end. This can happen if:

- The tenant is repeatedly late paying the full rent (section 41(4))
- The tenant fails to repair damage he or she caused. (section 42(3)(f))
- The tenant repeatedly disturbs the landlord or other tenants. (section 43(3)(d))
- The tenant has not done the things he or she agreed to do in the tenancy agreement. (section 31(2)(e)) and 45)
- The tenant has overcrowded the unit. (section 45 (3))
- The tenant has not kept the premises in a state of ordinary cleanliness. (section 45 (2).
- There have been illegal activities in the rental unit (section 46(1) and (2))
- The landlord needs the unit for his or her own family (section 58(1))
- The rental unit has been sold and the buyers want to use it as their own premises. (section 58(1))
- The landlord plans to demolish the building, change its use or make extensive repairs (section 59)
- The government has ordered everyone to leave the building. (section 61(2))

In some situations, the landlord can ask the rental officer to end the tenancy with ten days' notice:

- The tenant has repeatedly and unreasonably disturbed the landlord or other tenants (section 54 (1)(a))
- The tenant has not followed the rental officer's order. (section 54(1)(b) and (d))
- There is a serious problem that makes the landlord or other tenants unsafe. (section 54(1)(f)
- The tenant has repeatedly failed to pay the full amount of rent or pay the rent on time. (section 54(1)(g)

In these situations, the landlord has to make an application to the rental officer. He or she can ask the rental officer to reduce the ten day notice period. (section 54(3))

When the tenancy is subsidized public housing

The rules about ending a tenancy in subsidized public housing are a bit different:

- If there is an end date on the tenancy agreement, the landlord can end the tenancy on that date by giving the tenant 30 days' notice. (section 51(3))
- If the tenancy is for 31 days or fewer, it automatically ends on the end date. (section 51(4))
- If the agreement is a monthly tenancy the landlord can end it at the end of any month by giving the tenant 30 days' notice. (section 51(5))
- If the tenant does not qualify for subsidized housing anymore, the landlord can ask the rental officer to end the tenancy agreement. (section 57(b))

Unusual situations

There are other unusual situations that will allow the tenancy to be ended. Call the rental office for advice.

- If the rental officer has helped both people to settle a dispute, but one of them is not following the agreement, the rental officer can end the tenancy. (section 62.1)
- If the tenant dies or gets very sick, the tenancy can be ended by the tenant or the tenant's representative. (sections 53(1) and (2))

- If the rental unit is a benefit of employment and the tenant's employment has ended, the tenancy agreement ends on the tenant's last day as an employee. The tenant then has one week to move out of the unit and does not have to pay rent for that week. (section 56)
- If the rental unit was provided to a student or staff member at a school covered by the *Residential Tenancies Act*, the tenancy can be ended when the tenant is no longer eligible to live there. (section 57)
- If the landlord and tenant share a kitchen or bathroom and they cannot work out their differences, the tenancy agreement can be ended. (section 57)

Returning Deposits

When the tenant moves out, the landlord has to return the deposits and interest with an itemized statement within 10 days. The interest rate is set by regulation and published by the rental office. The landlord can keep all or part of the security deposit to cover unpaid rent or repairs, but has to give the tenant notice in writing. The rest of the deposit has to be returned to the tenant. The tenant has the right to dispute the landlord's decision to keep any part of the security deposit. (section 18)

For tenancy agreements entered into on or after September 1, 2010, if there is damage to the unit, the landlord can keep part or all of the security deposit to cover costs as long as there were written inspection reports before and after the tenancy, with copies provided to the tenant. Within 10 days of the tenant moving out, the landlord has to give the tenant an itemized statement of repairs and rent arrears. Sometimes there is a lot of damage and the landlord needs more time to figure out how much the repairs will cost. In these cases, the landlord has to give the tenant an estimate within 10 days and a final account within 30 days. This can be extended to 45 days if needed. (section 18)

Abandonment

Sometimes a tenancy is terminated when a tenant abandons the unit. This happens if the landlord has reasonable grounds to believe that the tenant has left, or if the tenant doesn't live in the unit, has not expressed an intention to continue living there, and the rent the tenant has paid does not cover the amount that is due.

Abandoned personal property

Sometimes the tenant leaves personal items in the unit. In these situations, if the personal items are worthless, unsanitary, or unsafe to store, the landlord can throw them away. If this is not the case, the landlord has to give the rental officer and tenant a list of the items. If the rental officer finds that the abandoned personal property is not worth the cost of storing it, then he or she may permit the landlord to sell or dispose of the property. If not, the landlord must store the items in a safe place for at least 60 days. If the tenant wants the items back, the landlord may only charge the tenant reasonable removal and storage fees. The rental office has forms that can help with this.

After 60 days, if the tenant has not claimed the items the landlord can ask the rental officer for permission to dispose of the property, or sell it if it seems to have some value. If the tenant owes the landlord money, the landlord can keep some or all of the money from the sale if the rental officer has ordered this. The rest of the money has to be given to the rental officer, who will hold it for the tenant for one year. (sections 64, 65, 66)

Reducing costs

Sometimes when a tenancy ends early, one person is responsible for the other person's losses. In these situations, the person who loses money has to keep the costs down as much as possible. For example, the landlord may lose a month's rent if the tenant abandons the unit. In this example, the landlord has to rent the unit again as soon as reasonably possible, to keep the tenant's liability to a minimum. (section 5)

ABOUT THE *RESIDENTIAL TENANCIES ACT*

The *Residential Tenancies Act* applies to all residential landlords and tenants in the Northwest Territories. This is true even if there is no written tenancy agreement, or even if the tenancy agreement says that the Act does not apply. (section 9) It applies to the GNWT, housing authorities and housing associations. (section 8) It covers all types of rental housing, including apartments, houses, rooms in boarding houses or lodging houses, land for mobile homes that are used or intended for use as rental premises, and row houses. (section 1(1))

The *Residential Tenancies Act* does not apply to certain types of housing:

- Hotels, motels, tourist establishments, hostels and similar accommodations
- Seasonal or temporary vacation homes
- Correctional facilities
- Temporary shelters for persons in need
- Hospitals and nursing homes
- Staff housing for hospitals and nursing homes, when it is not intended that the staff will live there year round
- Staff and student housing for schools, when it is not intended that the staff or students will live

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- Caretaker units at non-residential facilities
- Businesses and agricultural premises
- Land leased for residential purposes under the *Commissioner's Land Act*

The rental officer

The rental officer's job is to help landlords and tenants with disputes. Most problems can be worked out privately, and the rental officer will encourage you to do that whenever possible. (section 73)

Sometimes you need help to deal with an issue. In these cases, staff at the rental office can:

- Give you information, like this book or fact sheets, or talk to you on the phone. If you need more help you could make an application to the Rental Officer about the issue and they could decide to:
  - Investigate the problem and try to work out a solution that both people will be happy with.
  - Hold hearings and issue notices and orders that both people have to follow. (section 74)

Applications to the rental officer

You can ask the rental officer for help or information over the phone. But sometimes the matter is more serious. In these cases, you need to make a formal application to the rental officer. The forms are available from the rental office and help to make sure you are providing all of the information that the rental officer will need to help resolve the matter.

An application normally needs to be made within six months of the time the problem starts. However, the rental officer can extend this time if he or she believes it would not be unfair to do so. (section 68)

When the rental officer receives your application, he or she can:

- Investigate the problem
- Talk to anyone with relevant information
- Help you to work out the problem on your own
- Hold a hearing
- Make an order (section 76(2))

Mediation

It is best to try to work out your disputes informally. The rental officer can help you with this. He or she can then give you an order or agreement that makes your arrangement clear. (section 79.1) If you don't follow the order or agreement, the rental officer can end the tenancy by application. (section 62.1)

The rental officer can mediate some issues and hold a hearing on other issues from the same application if that is the best way to deal with the problem. (section 78)

Mediation can end with an order or an agreement. If either person doesn't follow it, the other person can apply to the rental officer for the original order or agreement to be cancelled, for a new order, to terminate the agreement and/or to evict the tenant.

Hearings

Sometimes you can't agree, so the rental officer will hold a hearing and make a decision about what you should do. The rental officer will use what he or she determines to be the best, quickest, fairest process when holding a hearing. (section 75) The Rental Officer will provide you with notice of the hearing so you can plan to attend. The hearing can also be done over the phone. (section 76(3)) If you are involved in a proceeding, it is a good idea to look at any materials that have been filed with the rental officer that relate to your case. That way, you will be prepared at the hearing. (section 79) The rental officer can ask you or your witnesses questions if he or she needs more information. (section 80(1))

Sometimes the rental officer will hold a hearing for more than one application at a time, or will hold several hearings to deal with one application.

If you do not go to the hearing, the rental officer can go ahead with the hearing without you. (section 80 (2))

Orders

If the rental officer makes an order, it is like a court order and both people have to follow it. (section 85) After a hearing, the rental officer can make any order that was applied for or could have been applied for. (section 83(1)) This means that if there is an issue that the rental officer thinks needs to be considered, he or she can bring it up even if the landlord and tenant hadn't thought about it. The rental officer can put any terms and conditions into the order that he or she thinks is appropriate. (section 83(2))

The rental officer can consider all relevant information, even if it was not brought up at the hearing, as long as the landlord and tenant are given a chance to think about it and comment on it. (section 82)

Some common orders are:

- An order requiring the tenant to pay the rent that is owing.

- An order requiring the landlord to return all or part of the security deposit.
- An order requiring the landlord to make repairs to the rental premises.
- An order requiring the tenant to not disturb other tenants.
- An order requiring the tenant to pay the landlord costs to repair damages to the rental premises.
- An order requiring the landlord to not enter the premises again without proper notice.

You can withdraw your application at any time before the rental officer issues a decision or order. (section 76 (4))

The rental officer has to give the landlord and tenant copies of the order and an explanation of how the decision was made. (section 84.1(1)) This information can also be published. (section 84.1(2))

You can file the order with the clerk of the Territorial Court. (section 86 (1)) If the order is an eviction order and you want to get a writ of possession, you have to file it with the clerk of the NWT Supreme Court within six months. (section 86.1 (3))

Enforcing the order

You have to follow the rental officer's order. If the order is an eviction order, and the tenant doesn't leave, the landlord should file the order with the Clerk of the Supreme Court. The sheriff's office can help in these situations. (section 86.2)

Offences and punishment

The *Residential Tenancies Act* describes the fines for different types of offences. A person can be fined up to $2,000 and a corporation can be fined up to $25,000. (section 91 (1), (2))

Appeals

Sometimes you may think that the rental officer has made an error. If this is the case you can ask the Supreme Court to review the decision. You need to do this within 14 days of receiving the order. (section 87)

An appeal is a formal request to a higher court to reconsider a case. It is not enough that you disagree with the order or think that the rental officer should have made different decisions about who was right. It has to be an error. If you think this happened in your case, talk to a lawyer. Your lawyer can tell you how similar cases have been decided and will be able to give you advice about what to do next.

Applications to the courts

The rental officer's process is usually much faster, more informal, and cheaper than the court system. But if you both agree, you can ask to have your case heard by a judge instead of the rental officer. (sections 69 and 70)

In certain rare situations when the tenant has an interest in the land, the landlord can make an application for an eviction order only in the Supreme Court of the NWT. This happens when the tenancy agreement is for longer than three years. (section 2(2)) This is an unusual situation and you should call the rental office for advice if you have this sort of written agreement.